

REMARKS

Claims 1 and 57-75 are pending in this patent application. Reconsideration of the rejections in view of the remarks below is requested.

This is the seventh Office Action on the merits for this application, the first being issued almost 4 years ago. Applicant submits that this application has been thoroughly examined and expects immediate allowance of this application. Applicant fails to understand why these rejections could not have been raised earlier. Applicant objects to such piecemeal examination at least because it significantly impacts Applicant's patent term.

Claims 1, 57-61 and 63-75 stand rejected under 35 U.S.C. §103(a) as being obvious in view of United States patent no. 5,815,657 to Williams et al. ("Williams") further in view of European patent application publication no. EP 0512702 to Donner et al. ("Donner"). The rejection is respectfully traversed.

Williams

Williams discloses an electronic transaction system wherein a consumer can graphically select a payment method of their choice and, once selected, a summary of the goods for purchase are presented to the consumer. The consumer then enters an electronic approval for the transaction or cancels the transaction.

In stark contrast, claim 1 generally recites a method comprising processing a request for transactional financial assurance of a subscriber transaction to determine whether to provide the requested transactional financial assurance to a relying party, the determination based on at least a subscriber assurance of an attribute of a subscriber to the system, the subscriber assurance issued by a certification authority.

As an example embodiment disclosed in the application, a certification authority may issue a primary certificate (e.g., subscriber assurance of an attribute) to a subscriber and forward, from the certification authority to a reliance server, assurance parameters about the issued primary certificate. The subscriber forms a transaction and then provides the transaction to a relying party, the transaction including the primary certificate issued by the certification authority or an identification of that certificate. The relying party evaluates the transaction sent by the subscriber and determines whether some assurance (e.g., transaction

financial assurance) on, for example, the authenticity of the primary certificate is needed in order to "safely" proceed with the transaction. If the relying party determines that assurance is needed, it sends to the reliance server a request for a specific amount of assurance based on the transaction received from the subscriber. Then the reliance server determines whether or not to provide the requested assurance. The reliance server bases its determination on the assurance parameters about the issued primary certificate received from the certification authority. Based on its determination, the reliance server issues to the relying party a secondary certificate providing the assurance to the relying party. See, e.g., page 10, line 21 to page 11, line 20.

Accordingly, Applicant respectfully submits that the cited portions of Williams clearly fail to render obvious a method of managing reliance in an electronic transaction system as recited in claim 1 at least for the reasons as discussed below.

Williams fails to render obvious "obtaining electronic signals representing a request for transactional financial assurance based on a transaction involving a subscriber, the transactional financial assurance being other than any payment request or payment authorization of the transaction itself" as recited in claim 1

The Office Action asserts that "the Payment Manager [of Williams] receives the request for transactional assurance (i.e., authorization to pay or payment) from the merchant." However, the cited portions of Williams merely disclose a Payment Manager that acts as a conduit to direct, to the customer, a merchant's request for payment by the consumer and to handle the payment from the consumer to the merchant. There is simply no indication that the merchant makes any type of request to the Payment Manager for financial assurance as claimed regarding a transaction with the consumer. A request for payment is not a request for a financial assurance regarding the transaction as claimed; rather, it is simply a request for a constituent component of the transaction.

Similarly, there is no indication that the consumer makes any type of request to the Payment Manager for financial assurance as claimed regarding a transaction with the merchant. The Payment Manager simply manages the mechanics of a request for payment by a merchant and the payment by the consumer, the consumer and merchant assuming the risks regarding the transaction with each other, and is simply not configured to accept a request for financial assurance as claimed regarding a transaction.

Williams notes that the “payment manager 430...receives payment instruments, certificates and private keys from the wallet manager 422”. Respectfully, none of those are a request for anything. For example, a certificate generally may be an embodiment of subscriber assurance of an attribute of a subscriber.

Further, as discussed above, the merchant in Williams makes a request for payment by the consumer and the consumer can (or cannot) authorize the payment. However, these are merely the inherent components of the transaction. Claim 1 recites a request for transactional financial assurance based on the transaction, the transactional financial assurance being other than a payment request or payment authorization of the transaction itself. Moreover, the request for payment by the merchant and the authorization of payment by the consumer in Williams do not provide any form of financial assurance of the transaction. Each of the merchant and the consumer in Williams surely realize that the other may be fraudulent, insolvent, etc. Thus, the system in Williams does not provide financial assurance regarding the transaction; it merely forwards the payment request from the merchant to the consumer and facilitates the consumer’s payment. If the consumer has no money, clearly the consumer’s authorization of the payment assures nothing. Similarly, if the merchant has no goods, the request for payment assures nothing.

Williams fails to render obvious “determining whether to provide the requested transactional financial assurance based on at least the subscriber assurance” as recited in claim 1

While the cited portions of Williams disclose that the Payment Manager receives and sends consumer and merchant certificates, they do not disclose that the Payment Manager makes any decision based on any of those certificates, let alone whether to provide transactional financial assurance. As noted above, payment authorization in the transaction between the consumer and the merchant is not the financial assurance as claimed.

Williams fails to render obvious “issuing electronic signals representing transactional financial assurance to a relying party” as recited in claim 1

The Payment Manager in Williams is merely an intermediary to facilitate the transaction between the merchant and consumer and does not facilitate issuance of any type

of financial assurance as claimed regarding that transaction. Further, the Payment Window of Figure 34 of Williams does not involve issuing signals representing transactional financial assurance to a relying party. The Payment Window is merely a vehicle for the consumer to issue payment to the merchant. It does not provide any financial assurance to the consumer that, for example, goods will be received, that the merchant is in good standing, etc. The payment authorization (or payment request) of the transaction between the merchant and consumer in Williams is not the financial assurance, and thus not the request for financial assurance, as claimed.

Donner

Even assuming *arguendo* that the cited portions of Williams and Donner are properly combinable (which Applicant does not concede), Applicant respectfully submits that the cited portions of Donner fail to overcome the deficiencies of the cited portions of Williams.

Donner merely discloses an automated money market trading system for matching bids and offers and for performing credit filtering and credit line checks of one or both counterparties to a trade. A local bank computer has a credit filtering means for applying credit data to the bid to determine whether the source of the bid has sufficient credit. The filtered credit data is associated with the bid and offer and transmitted to the central computer. The central computer matches bids and offers based on the similarity or their parameter values and then executes a matched trade.

Donner fails to render obvious “obtaining electronic signals representing a request for transactional financial assurance based on a transaction involving a subscriber, the transactional financial assurance being other than any payment request or payment authorization of the transaction itself” as recited in claim 1

First, the cited portions of Donner simply fail to disclose or teach a request for transactional financial assurance as claimed. Rather than providing a transactional financial assurance based on the transaction, the cited portions of Donner, like Williams, merely facilitate the workings (i.e., trade execution) of the transaction itself, such as a payment authorization or request (“In the system of the invention, when a trader makes an offer, the offer will include a minimum credit rating and an amount. A matching bid will be found for that offer only if the filtered bid meets or exceeds the credit rating established in the offer.

After a match is made, the central computer accesses the credit file of the offering institution and determines whether [sic] the source of [sic] has sufficient funds in its dealing line to satisfy the terms of the offer. If so, the trade is executed.” Donner, page 9, lines 5-9; “If an exact match for order is found, block 46, the computer then proceeds to perform a credit line availability check, block 48. The goal of the check of block 48 is to determine whether the amount of the bid is within the available credit in the credit line for the source of the bid...If the bid passes this secondary credit line test as indicated in block 50, then the offeror is willing to extend credit to the bidder and the central computer executes the trade, block 52.” Donner, page 9, lines 23-35).

As discussed earlier, an assurance is generally understood to be a promise or pledge or guaranty or surety. Trade execution as disclosed in Donner is none of these as trade execution is merely the formation and execution of the trade (bid and offer), not a promise regarding the trade itself. Applicant submits that the cited portions of Donner fail to disclose or teach the system of Donner providing a promise or pledge or guaranty or surety regarding the trade it facilitates and executes.

Further, the credit rating parameters used in the cited portions of Donner are merely criteria to match offers with bids and thus facilitate trade execution. The credit rating parameters provide no promise or pledge or guaranty or surety regarding the trade; the credit rating information merely provides a general estimate of a party's ability to fulfill its financial commitments. Moreover, even assuming *arguendo* that the credit rating parameters could be considered a transactional financial assurance, the cited portions of Donner fail to disclose a request for credit rating parameters to the system of Donner. Rather, in contrast, the credit rating parameters are an input to the system of Donner to cause trade execution.

Donner fails to render obvious “determining whether to provide the requested transactional financial assurance based on at least the subscriber assurance” as recited in claim 1

Further, Applicant submits that there is simply no disclosure or teaching pertaining to subscriber assurance in the cited portions of Donner, let alone regarding making any decision based on subscriber assurance such as whether to provide transactional financial assurance. Assuming *arguendo* that the credit rating parameters could be considered a transactional financial assurance, the cited portions of Donner fail to disclose or teach then any sort of

subscriber assurance, let alone determining whether to provide the transaction financial assurance (i.e., the alleged credit rating parameters) based on subscriber assurance.

If the credit rating parameters of Donner are the alleged subscriber assurance, then the cited portions of Donner fail to disclose or teach the claimed transactional financial assurance. As discussed above, Applicant submits that the cited portions of Donner fail to disclose or teach the system of Donner providing a promise or pledge or guaranty or surety regarding the trade it facilitates and executes.

Donner fails to render obvious “issuing electronic signals representing transactional financial assurance to a relying party” as recited in claim 1

As discussed above, the cited portions of Donner simply fail to disclose transactional financial assurance as claimed. Rather, the cited portions of Donner merely facilitate the transaction itself, such as a payment authorization or request. Applicant submits that the cited portions of Donner fail to disclose or teach the system of Donner providing a promise or pledge or guaranty or surety regarding the trade it facilitates and executes. Moreover, even assuming *arguendo* that the credit rating parameters could be considered a transactional financial assurance, the cited portions of Donner fail to disclose issuing credit rating parameters from the system of Donner to a relying party. Rather, the credit rating parameters are an input to the system of Donner to cause trade execution. Accordingly, the cited portions of Donner fail to disclose issuing electronic signals representing transactional assurance, let alone to a relying party.

Claims 57-62 depend from claim 1 and are, therefore, patentable for at least the same reasons provided above related to claim 1, and for the additional features recited therein.

For similar reasons as provided above, Applicant respectfully submits that the cited portions of Williams and Donner fail to render obvious a computer program product, embodied in a computer-readable media, comprising instructions for causing a computer to effect a method of managing reliance in an electronic transaction system as recited in claim 63.

For example, Applicant submits that the cited portions of Williams and Donner fail to render obvious creating a reliance request message specifying at least one aspect of the transaction upon which a relying party intends to rely as recited in claim 63. Further,

Applicant submits that the cited portions of Williams and Donner fail to render obvious causing electronic signals representing the reliance request message to be sent to a reliance server requesting a transactional financial assurance for the aspect of the transaction upon which the relying party intends to rely, the transactional financial assurance being other than any payment request or payment authorization of the transaction itself as recited in claim 63.

Claims 64-67 depend from claim 63 and are, therefore, patentable for at least the same reasons provided above related to claim 63, and for the additional features recited therein.

For similar reasons as provided above, Applicant respectfully submits that the cited portions of Williams and Donner fail to render obvious a computer program product, embodied in a computer-readable media, comprising instructions for causing a computer to effect a method of managing reliance in an electronic transaction system as recited in claim 68.

For example, Applicant submits that the cited portions of Williams and Donner fail to render obvious receiving electronic signals representing a reliance request message, the message specifying an aspect of a transaction with a subscriber upon which a relying party intends to rely and requesting assurance for the aspect of the transaction as recited in claim 68. Further, Applicant submits that the cited portions of Williams and Donner fail to render obvious determining whether to provide transactional financial assurance based on the reliance request message, the transactional financial assurance being other than any payment request or payment authorization of the transaction itself, and generating electronic signals representing an indication of whether transactional financial assurance is available as recited in claim 68.

Claims 69-75 depend from claim 68 and are, therefore, patentable for at least the same reasons provided above related to claim 68, and for the additional features recited therein.

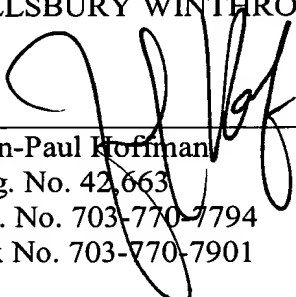
Because the cited portions of Williams and Donner fail to render obvious the claimed subject matter of claims 1, 57-61 and 63-75, Applicant respectfully requests that the rejection under 35 U.S.C. §103(a) of claims 1, 57-61 and 63-75 based on Williams and Donner be withdrawn and the claims be allowed.

All rejections having been addressed, it is respectfully submitted that the present application is in condition for allowance. If questions relating to patentability remain, the examiner is invited to contact the undersigned to discuss them.

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Should any fees be due, please charge them to our deposit account no. 03-3975, under our order no. 061047/0268225. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced deposit account.

Respectfully submitted,
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